

RESOLUTION NO. 2010- 19

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF
THE VILLAGE COUNCIL OF THE VILLAGE OF KEY
BISCAYNE, FLORIDA, CONCERNING PURCHASE OF
PARK EQUIPMENT FOR THE VILLAGE OF KEY
BISCAYNE VILLAGE BEACH PARK ; AUTHORIZING
VILLAGE MANAGER TO COMPLETE PURCHASE OF
EQUIPMENT; PROVIDING FOR EFFECTIVE DATE.**

WHEREAS, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to authorize the expenditure of Village funds for the purchase of park equipment (the "Equipment") for the Village of Key Biscayne Village Beach Park; and

WHEREAS, the Village Council desires to award a contract to Playmore Recreational Products and Services (the "Playmore") for the purchase of Equipment; and

WHEREAS, the Village Council finds, upon advice from the Village Attorney, that further competitive bidding may be waived by the Council since the fairness of the price offered has been confirmed via informal quotations, and the need to move forward expeditiously with the purchase, renders formal competitive bidding impractical pursuant to Village Code Section 2-85; and

WHEREAS, the Village Council hereby waives formal competitive bidding and finds that it is in the best interest of the Village to proceed as indicated in this Resolution.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL
OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.


Section 2. Purchase Authorized, Specification of Funds. That the acquisition of the Equipment described in the Quotation of Playmore, a copy of which is attached hereto, for the Village Beach Park, is hereby approved and authorized, subject to the restriction that the total cost

of the Equipment and installation authorized herein shall not exceed \$17,371.21. The funding source shall be that which is indicated in the Village Manager's memorandum which accompanies this Resolution.

Section 3. Implementation. That the Village Manager is hereby authorized to take any and all action necessary to implement the purposes of this Resolution, and is authorized to sign any necessary purchase agreements, subject to the approval of the Village Attorney as to form and legal sufficiency.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 11th day of May 2010.


MAYOR ROBERT L. VERNON

ATTEST:


CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


VILLAGE ATTORNEY





V I L L A G E O F K E Y B I S C A Y N E

Office of the Village Manager

MEMORANDUM

Village Council

Robert L. Vernon, *Mayor*

Enrique Garcia, *Vice Mayor*

Michael W. Davey

Robert Gusman

Michael E. Kelly

Jorge E. Mendia

Thomas Thornton

DATE: May 4, 2010

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias, Village Manager

GM for Chip Iglesias

Village Manager

Genaro "Chip" Iglesias

RE: Furniture Purchase and Installation for the Village Beach Park

RECOMMENDATION

It is recommended that the Village Council authorize the purchase and installation of furniture to enhance the Village Beach Park from Playmore Recreational Products and Services (Playmore) for the sum of \$17,371.21

BACKGROUND

On April 27, 2010 the Village Council reviewed three site furnishing proposals for the Beach Park.

The Council and staff agreed that the Playmore proposal was best suited for the location taking into account the durability and aesthetic features of the proposed furniture.

The \$17,371 will be funded by the Village's CIP contingency line item.

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

02-25-2010

Job Number: 3125
Revision: A

Client: Village of Key Biscayne
10 Village Green Way
Key Biscayne FL 33149

Job: Beach Park Site Amenities
10 Village Green Way
Key Biscayne FL 33149

General Terms:

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC. Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.

- * Add 5% to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- * Bill permit fees and expeditor fees at the actual cost plus a 10% administrative charge
- * Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company. Playmore Recreational Products and Services can assist the customer in finding a local expediting company to handle the permit for the customer.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

Installation Terms:

Standard Services Include:

- * Shipping Notification/Receiving Instructions
- * Pre-Installation On-Site Meeting
- * Underground Utility Check (Sunshine State One Call)
- * Accept Delivery and Unload Equipment (If site is ready)
- * Moving New Equipment to Job Site
- * Layout of Equipment
- * Installation of Equipment and Materials Per Manufacturer's Instructions
- * Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
- * Post-Installation Walk Through
- * Maintenance Explanation

Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):

- * Trash Disposal - Dumpsters or Off Site Disposal.
- * Accept Delivery and Unload Equipment (If site is not ready.) \$500.00 Charge will Apply if Customer wants Installers to Unload.
- * Provide Area for Storage and Staging.
- * Secure Site and Equipment.
- * Provide Access as Outlined below.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- * Removal of Existing Equipment.
- * Site Preparation and Grading, Drainage Systems, etc.
- * Engineered Drawings for Purchased Equipment.
- * Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

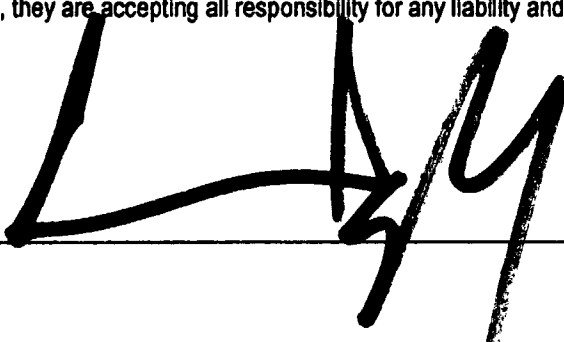
Other Notes:

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc, will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance Signature



Date

5/14/10

P.O. #